



AGREEMENT BETWEEN OWNER AND CONTRACTOR

The **Owner:** Williamson County, Texas
710 Main Street, Ste. 101
Georgetown, Texas 78626

and **Contractor** STR Constructors, LTD
15500 Highway 29 West
Liberty Hill, Texas

for the **Project:** Williamson County Jail Kitchen and Plumbing Remodel
508 S. Rock Street
Georgetown, Texas 78628

Engineer/Architect: Talex, Inc.
6300 La Calma
Suite 100
Austin TX 78752

AGREEMENT, this Agreement Between Owner and Contractor (hereinafter called "Agreement") is entered into effective as of the date indicated herein below and all attachments (the "Effective Date"), by and between Williamson County a political subdivision of the State of Texas (hereinafter called the "Owner") and STR Constructors, LTD, acting by and through its General Partner, R K Company, LLC, (hereinafter called "Contractor").

WHEREAS, the Owner desires to retain a Contractor for the Williamson County Jail Kitchen and Plumbing Remodel (hereinafter called the "Project"),

WHEREAS, the Owner desires a Contractor who will render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and the Owner's requirements. The Specifications and Drawings were prepared for Williamson County by the Engineer. The Contractor shall do everything required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following, which are incorporated by reference for all purposes:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The Uniform General Conditions for Williamson County ("General Conditions");
- c. The Supplementary or Special Conditions, if any;
- d. All Addenda issued prior to the Effective Date of this Agreement;
- e. The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals;
- f. All Change Orders issued after the Effective Date of this Agreement;
- g. Minimum Insurance Coverages and Minimum Coverage Amounts, which is attached here to as **Exhibit 1**; and
- h. The Drawings, Specifications, details and other documents developed by Engineer to describe the Project and accepted by Owner, which are attached hereto **Exhibit 2**.

2.2 The Contract Documents form the entire and integrated Contract and Agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral. Contractor acknowledges receipt of all Contract Documents as of the date of its execution hereof.

2.3 The term "Contractor" shall be interchangeable with the terms "Proposer," "Bidder," "Respondent" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 CONTRACT TIME

Contractor acknowledges this Project includes very unique circumstances and factors due to the fact the Work being performed is on a jail facility which contains a jail kitchen that services the Williamson County Jail inmate population. Owner has contracted with a third party to provide off-site meal preparation and delivery

services to inmates of the Williamson County Jail during complete shut-down and construction of the jail kitchen remodel portion of the Project (construction of the jail kitchen remodel portion of the Project shall be referred to as the "Jail Kitchen Remodel Work" for purposes of Articles 3 & 6).

The rate for the above referenced offsite meal preparation and delivery services is substantially higher than the rate currently charged for food preparation at the Williamson County jail kitchen facility. The Owner cannot determine the total increased offsite meal costs at the time of contracting hereunder due to the daily change in jail inmate population. The Owner agrees to bear the additional costs associated with the offsite meal preparation and delivery for up to one hundred twenty (120) calendar days in order to allow for the Jail Kitchen Remodel Work to be substantially completed and operational for preparation of all meals for the jail inmates. Following the said one hundred twenty (120) calendar day time period, liquidated damages will be assessed against Contractor and deducted from any money due or that becomes due the Contractor in accordance with Article 6 below.

In addition to the Jail Kitchen Remodel Work, Contractor will perform other Work on the Project that is unrelated, separate and apart from the Jail Kitchen Remodel Work (such other Work is referred to collectively as "Other Jail Work" for purposes of Articles 3 & 6). Portions of the Other Jail Work may be performed prior to, during and after the one hundred twenty (120) calendar day time frame allowed for the Jail Kitchen Remodel Work. The Other Jail Work is fully described in the Drawings, Specifications, details and other documents attached hereto as Exhibit 2. The Other Jail Work includes, but is not be limited to the following:

1. procurement of necessary equipment and materials;
2. epoxy pipe system rehabilitation;
3. HVAC system in the south basement area
4. fire stopping installation;
5. HVAC equipment pads; and
6. new equipment installation that is not associated with the jail kitchen.

The Owner will issue two (2) separate Notices to Proceed. One Notice to Proceed will be issued for only the Work relating to the Jail Kitchen Remodel Work portion of the Project. The other Notice to Proceed will be issued by the Owner for the Other Jail Work portion of the Project.

As set out in this article and under Article 6 below, the Contractor must substantially complete the Jail Kitchen Remodel Work referenced above within one hundred twenty (120) calendar days of Owner's Notice to Proceed so that the jail kitchen is in a fully operable condition and able to serve the inmate population at the conclusion of the one hundred twenty (120) calendar day time period. A separate substantial completion date or time period will be applicable to the Other Jail Work, as set out herein below.

3.1 Contract Time for Jail Kitchen Remodel Work. The Owner shall provide a separate Notice to Proceed in which a date for commencement of the work for the Jail Kitchen Remodel Work shall be started. The Contractor shall achieve Substantial Completion of the Jail Kitchen Remodel Work within **one hundred twenty (120) calendar days from the commencement date set out in Owner's Notice to Proceed with the Jail Kitchen Remodel Work**, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion for the Jail Kitchen Remodel Work within **thirty (30) calendar days of the date for Substantial Completion of the Jail Kitchen Remodel Work**. The time set forth for completion of the Jail Kitchen Remodel Work is an essential element of the Contract.

3.2 Contract Time for Other Jail Work. The Owner shall provide a separate Notice to Proceed in which a date for commencement of the Other Jail Work shall be started. The Contractor shall achieve Substantial Completion of the Other Jail Work within **one hundred eighty (180) calendar days from the commencement date set out in Owner's Notice to Proceed with the Other Jail Work**, as such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion for the Other Jail Work within **thirty (30) calendar days of the date for Substantial Completion of the Other Jail Work**. The time set forth for completion of the Other Jail Work is an essential element of the Contract.

ARTICLE 4 CONTRACTOR REPRESENTATIONS

- 4.1** In order to induce Owner to enter into this Agreement, Contractor has made representations throughout this Agreement and hereby further makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Furthermore, Contractor acknowledges this Project includes very unique circumstances and factors due to the fact the Work being performed is on a jail facility that contains a jail kitchen that services the Williamson County Jail inmate population, that must remain operable, and that security measures must be taken and followed during all Work on the Project.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 4.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT PRICE; OWNER'S CONSTRUCTION CONTINGENCY; AND MARKUP ON CHANGES IN THE WORK

5.1 Contract Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amount of **\$1,781,645.00**.

5.2 Contract Payments. Method and terms of payment of the Contract Price shall be in accordance with the Contract Documents.

5.3 Owner's Construction Contingency. The following lump sum amount shall serve as the Owner's Construction Contingency from which changes in the Work are to be paid in accordance with the General Conditions:

\$250,000.00

The Owner's Construction Contingency is controlled solely by the Owner. Expenditures from the Owner's Construction Contingency must be made by Change Order issued by the Architect and approved by the Owner in accordance with the General Conditions. Contractor shall not be entitled to any compensation from the any unused amounts of the Owner's Construction Contingency.

5.4 Allowable Overhead and Profit Markup on Changes in the Work. In case of an increase in the Contract Price due to a change in the Work and in accordance with § 7.3.7 of the General Conditions, the amounts Contractor may add to the pricing of a change for overhead and profit are as follows:

- a. For Work performed directly by Contractor with its Own Employees: Contractor may add up to 15% for Work performed directly by Contractor for any specific change.
- b. For Managing Subcontracted Work: Contractor may add up to 10% for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6 TIME

6.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

6.2 Unless otherwise approved in writing, the Owner and the Contractor shall perform their respective obligations under the Contract Documents as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

6.3 Liquidated Damages for Jail Kitchen Remodel Work. As set out herein above, this Project includes very unique circumstances and factors due to the fact that the Work being performed is on a jail facility which contains a jail kitchen that services the Williamson County Jail inmate population. Contractor and Owner recognize that time is of the essence and that Owner will suffer additional financial loss **if the Jail Kitchen Remodel Work is not completed within one hundred twenty (120) calendar days from the commencement date set out in Owner's Notice to Proceed with the Jail Kitchen Remodel Work, plus any extensions thereof allowed by Owner.** The parties also recognize the uniqueness of the facility being a jail that houses an inmate population that changes daily and the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Jail Kitchen Remodel Work portion of

the Project is not completed within the said one hundred twenty (120) calendar day time period. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the said one hundred twenty (120) calendar day time period that the Jail Kitchen Remodel Work portion of the Project is not substantially completed, the Owner may deduct for each consecutive calendar day after the date of Substantial Completion that the Work on the Jail Kitchen Remodel Work portion of the Project is not substantially completed, the Owner may deduct the amount of:

One Thousand Seven Hundred Fifty Dollars per calendar day
(\$1,750.00/calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion of the Jail Kitchen Remodel Work portion of the Project. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Jail Kitchen Remodel Work portion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable due to the unique circumstances of the jail facility. Contractor expressly agrees that the amounts of daily liquidated damages for the Jail Kitchen Remodel Work portion of the Project are a reasonable forecast of the actual damages Owner will incur due to any such delay.

6.4 Liquidated Damages for Other Jail Work. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Other Jail Work portion of the Project is not completed within the times specified in Article 3 above, plus any extensions thereof allowed by the Owner. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Other Jail Work portion of the Project is not completed on time. Accordingly, instead of requiring any such proof, for each consecutive calendar day after the date of Substantial Completion that the Other Jail Work portion of the Project is not substantially completed, the Owner may deduct the amount of:

Five Hundred Dollars per calendar day (\$500.00/calendar day)

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion of the Other Jail Work portion of the Project. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Other Jail Work portion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amounts of daily liquidated damages set forth are reasonable. Contractor expressly agrees that the amounts of daily liquidated damages for the Other Jail Work portion of the Project are a reasonable forecast of the actual damages Owner will incur due to any such delay.

ARTICLE 7

NOTICES

Notices of claims, disputes or other legal notices shall be in writing and shall be deemed to have been given when delivered in person to the representative of the Contractor or Owner for whom it is intended, as set out below or sent by U. S. Mail to the representative of the Contractor or Owner for whom it is intended, as set out below. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner.

If to Owner: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Hal C. Hawes
General Counsel to the
Williamson County Commissioners Court
710 Main Street, Suite 102
Georgetown, Texas 78626

If to Contractor: STR Constructors, LTD
Attn: T R Kennedy, President
15500 Hwy 29 West
Liberty Hill, TX 78642

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 8 PARTY REPRESENTATIVES

The Owner's Designated Representative (sometimes referred to as the "ODR") authorized to act in the Owner's behalf with respect to the Project is:

Dale Butler
Assistant Director, Projects
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Phone: 512-943-1609

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Tom Stanfield
Project Manager
STR Constructors, Ltd.
15500 Hwy 29 West
Liberty Hill, TX 78642

Phone: (512) 515-0254, Ext. 223
Cell: (512) 818-4180
Email: toms@strconstructors.com

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and the terms of the Contact Documents shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution below (the "Effective Date").

Williamson County, Texas:

STR Constructors, LTD, acting by and through its General Partner, R K Company, LLC:

By: 

By: _____

Printed Name: DAN A GARTIN

Printed Name: _____

Title: County Judge

Title: _____

Date: 08-21-, 2017

Date: _____, 20____

EXHIBIT 1

Minimum Insurance Coverages

Minimum Coverage Amounts

- A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.
- B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Contractor is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

| Type of Coverage | | Limits of Liability |
|------------------|--|---------------------------|
| 1. | Worker's Compensation | Statutory |
| 2. | Employer's Liability | |
| | Bodily Injury by Accident | \$500,000 Ea. Accident |
| | Bodily Injury by Disease | \$500,000 Ea. Employee |
| | Bodily Injury by Disease | \$500,000 Policy Limit |
| 3. | Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: | |
| | COVERAGE | PER OCCURRENCE |
| | Comprehensive General Liability (including premises, completed operations and contractual) | \$1,000,000 |
| | Aggregate policy limits: | \$2,000,000 |
| 4. | Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles): | |
| | COVERAGE | PER PERSON PER OCCURRENCE |
| | Bodily injury (including death) | \$1,000,000 \$1,000,000 |

| | | |
|-----------------|-------------|-------------|
| Property damage | \$1,000,000 | \$1,000,000 |
|-----------------|-------------|-------------|

| | |
|-------------------------|--------------------|
| Aggregate policy limits | No aggregate limit |
|-------------------------|--------------------|

5. Builder's Risk Insurance (all risks)

An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. This insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this section shall include a waiver of subrogation in accordance with the requirements of Section 11.3.4 of the General Conditions.

C. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the

Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
7. Umbrella coverage in the amount of not less than \$5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10)

days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

- a. a certificate of coverage, prior to the other person beginning work on the Project; and
- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing the Agreement Between Owner and Contractor or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Contractor void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- D. If insurance policies are not written for the amounts specified in this Exhibit, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
- E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Contractor, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this Exhibit.
- G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$75,000** in the Contractor's insurance must be declared and approved in writing by Owner in advance.

EXHIBIT 2 –DRAWINGS AND SPECIFICATIONS
FOR
WILLIAMSON COUNTY JAIL KITCHEN AND PLUMBING REMODEL